

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
INVITATION FOR BIDS (IFB)**

Issue Date: June 16, 2004

IFB#: 104-04kh

Title: *Building Renovations – Culpeper Street Buildings*
Issued By: Fauquier County Government and Public Schools
Finance Department/Procurement Division
320 Hospital Drive, Suite 23
Warrenton, VA 20186

Sealed Bids Will Be Received Until 3:00 p.m., July 1, 2004 For Furnishing the Services Described Herein And Then Opened In Public.

All inquiries for information should be directed to: Kathie Haggerty, Buyer, Phone (540) 428-8714
Fax (540) 347-5753, e-mail: kathie.haggerty@fauquiercounty.gov

Time for Completion: Contractor shall provide firm completion date on bid form where indicated.

A Mandatory Pre-Bid Conference will be held at 9:00 a.m., June 22, 2004 (see page 5 for details).

IF BIDS ARE MAILED OR HAND DELIVERED, SEND DIRECTLY TO ISSUING DEPARTMENT SHOWN ABOVE.

ATTENTION ALL BIDDERS: FOR CONDITIONS OF BIDDING, INCLUDING INSTRUCTIONS REGARDING BID SUBMISSIONS, PLEASE REFER TO GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS.

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

No-Bid Response: If you do not wish to bid on this solicitation, return this page only via fax (540) 347-5753 or mail, after completing the information below.

Vendor Name: _____

Address: _____

Phone/Fax: _____

Reason for your no-bid response: _____

Do you wish to remain on the bidder's list for this commodity? YES _____ NO _____

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1.0 PURPOSE

The purpose and intent of this Invitation for Bid (IFB) is to solicit sealed bids to establish a firm fixed price contract to renovate the buildings located on Culpeper Street in Warrenton, VA. This solicitation is issued by the Fauquier County Government and Public Schools Procurement Division on behalf of the Fauquier County Board of Supervisors, a political subdivision of the Commonwealth of Virginia, herein referred to as "Owner".

1.0 SCOPE OF WORK

The Contractor shall furnish all labor, supervision, equipment, tools, materials, parts and supplies necessary to complete the scope of work in accordance with the terms, conditions and specifications contained herein. Drawings mentioned in this bid will be available at the Mandatory pre-bid conference.

1.1 Former Shadow Lawn Building 70 Culpeper Street Warrenton, VA.

1.1.1 Contractor shall furnish all resources necessary to accomplish the following work to the exterior of the building:

- A. Contractor shall demolish and rebuild new stairs at the rear of the building.
- B. Front Porch, contractor shall remove and replace any bad flooring and floor joist. Repair hand rail and railings along steps and around the front porch. Replace any missing pickets with new and to match the existing pickets.
- C. Contractor shall remove porch roof, replace old roof with a new metal roof to match the existing roof. The new metal roof shall be of the same gauge metal and painted to match the color and paint type as the newly painted building roof. Contractor shall make any necessary repairs to the roof structure, such as; ceiling joist, rafters, purlins, etc. before installing the new metal roof. The existing roof has hidden gutters and down spouts. The new gutters and down spouts on the porch will be installed on the exterior and shall be of same size and shape as the exiting gutters and down spouts that are on the main building.
- D. Porch columns are to repaired or replaced and shall meet load codes to assure adequate support for porch and building weight. Column appearance is not to change.
- E. Contractor shall remove and replace with new, all gutters and downspouts on the entire main building, excluding the porch, which is included in the porch, work (C) to match the existing.
- F. Contractor shall point up the stone foundation and masonry chimney as necessary.
- G. Contractor shall replace any broken or missing pieces of 12 x 24 asbestos siding with Hardi-Plank.

- H. Contractor shall remove an existing handrail and replace 20 feet of iron hand rail on the back entry ramp. New handrail shall comply with current handicap code. Rail shall be painted with rust resistance exterior high-gloss black paint.
 - I. Contractor shall test the existing exterior paint. If the existing is oil base, a quick seal primer must be used, such as Sherwin/Williams Y24W980 primer before using 25 year latex Exterior Super Paint. All surfaces shall be scraped, minor repair, setting nails, caulking before painting the complete exterior of building which includes; soffit, windows, siding and shutters. Owner shall choose colors.
- 1.1.2 Contractor shall furnish all resources necessary to accomplish the following work to the interior of the building:
- A. Contractor shall service existing systems and interface operating of air handler and ensure all systems are operating properly.
 - B. Contractor shall provide and install a 100 amp Square-D sub-panel on the 2nd floor which will supply power to new workstations, (Per drawings). Contractor shall provide and install additional lighting circuit as needed to supply all rooms with adequate power, per drawings. Contractor shall provide and install necessary circuitry on 1st floor through basement to supply power to work stations as described on the attached furniture layout.
 - C. Contractor shall add lighting to the meeting room per drawing and shall relocate lights if necessary.
 - D. Contractor shall remove and replace Lock hardware on front and rear doors. Locking devices shall be manufactured by schlage with standard handicap levers. Both doors shall be keyed a-like, but different than the 62 Culpeper building.
 - E. Contractor shall provide egress and exit lighting as required by code.
 - F. Contractor shall repair interior handrail and replace any missing pickets.
 - G. Contractor shall remove all nails, screws, unused brackets, etc., point-up, prepare and paint interior of building with shell white. If, the existing paint is oil base, then a primer, such as Sherwin/Williams Y24W980 primer shall be used to cover before painting. Trim and base shall be painted with gloss and walls with flat paint. Contractor shall also paint radiators located inside of the building.
 - H. Contractor shall remove all nails, screws, etc., point-up and prepare walls and ceiling before painting the women's bathroom.
 - I. There will be no work performed in the kitchen area, which is used by Social Services.

1.2 Former Parks and Recreation Building – 62 Culpeper Street, Warrenton, VA

1.2.1 Contractor shall provide all resources necessary to provide the following work to the exterior of the building.

- A. Contractor shall repair and/or remove and replace any structure damage to the handicap access ramp to the main entrance.
- B. Contractor shall test the existing exterior paint. If existing paint is oil base, a quick seal primer must be used such as Sherwin/Williams Y24W980 primer before using 25 year latex Exterior Super Paint. All surfaces shall be scraped, minor repair, setting nails, caulking before painting the complete exterior of building which includes; soffit, windows, siding and shutters. Owner shall chose colors.
- C. Contractor shall remove and replace existing gutters and downspouts with pre-painted to match size and color.
- D. Contractor shall remove and replace Lock hardware on front and rear doors. Locking devices shall be manufactured by schlage with standard handicap levers. Both doors shall be keyed a-like, but different than the 70 Culpeper building.

1.2.2 Contractor shall provide all resources necessary to provide the following work to the interior of the building.

- A. Contractor shall repair the damaged plastered wall with drywall that is located to the right of the front door entrance.
- B. Contractor shall insulate the attic, with blown R-30.
- C. Contractor shall provide and install overhead lighting with 32-watt energy saver 2 x 4 lights, 3 tubes per light. (Per drawings)
- D. Contractor shall remove all nails, screws, unused brackets, etc., point-up, prepare and paint interior of building with shell white. If, the existing paint is oil base, then a primer, such as Sherwin/Williams Y24W980 primer shall be used to cover before painting. Trim and base shall be painted with gloss and walls with flat paint. Contractor shall also paint radiators located inside of the building.
- E. Owner will remove any interior doors that will not be used for security purposes before contractor starts any work.

2.0 MANDATORY PRE-BID CONFERENCE

A mandatory pre-bid conference will be held at 9:00 a.m., on June 22, 2004 at the work site. Contractors shall meet at 62 Culpeper Street, Warrenton. The purpose of this conference is to allow potential Bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all bidders having a clear understanding of the limited specifications/scope of work and requirements of this solicitation, attendance at this conference will be a pre-requisite for submitting a bid. Bids will only be accepted from those bidders who are represented at this pre-bid conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

3.0 BID BOND OR GUARANTEE:

Each bid shall be accompanied by a bid bond or guarantee of five percent (5%) of the amount of the bid, if such bid is over \$100,000.00. The bid bond shall be in the form of a certified check, cash escrow or a bid bond payable to the Treasurer of Fauquier County, Virginia. The sureties of all bonds shall be of such surety company or companies as are approved by the State Corporation Commission authorized to transact business in the Commonwealth of Virginia. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw such bid during the period of ninety (90) days following the opening of bids; that if such bid is accepted, the bidder will accept and perform under the terms of the Invitation for Bid and purchase order or contract. The bid guarantee will be returned upon award of contract.

Performance and Payment Bond: The successful bidder shall deliver to the Procurement Division executed Performance and Labor and Material Payment Bonds, each in the sum of the contract amount (if over \$100,000.00), with the County of Fauquier, a political subdivision of the Commonwealth of Virginia named as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the Procurement Division.

Power of attorney is required for all bond signatures.

4.0 CONTRACT ADMINISTRATION

The successful completion of this project will require close coordination with the Contract Administrator. The Contract Administrator, in addition to the duties identified below, shall be responsible for coordinating access to the work-site and scheduling work performed in accordance with the solicitation documents.

The Procurement Division has designated the Project Manager, Department of Operations and Services, as the Contract Administrator. The Contract Administrator is the interpreter of the conditions of the contract and the judge of its performance. He will use all powers under the contract to enforce its faithful performance. The Contract Administrator will determine the amount, quality, acceptability, and fitness in all aspects of the work and shall decide all other questions in connection with the work. Any modifications made must be authorized by the Procurement Division and issued as a written amendment to the Contract.

All workmanship and materials shall be subject to a final inspection by an authorized representative of the Owner. Any omission or failure on the part of such representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or materials are found during inspection, the Contractor shall remove or repair, at his own expense, such defective work or rejected material and shall correct and/or replace same without extra charge.

5.0 EVALUATION AND AWARD

Bid Prices. Bids shall be in the form of a firm fixed cost to complete the scope of work as specified on the bid form. A separate bid price shall be made for each building.

Award. Owner will make the award to the lowest responsive and responsible bidder or bidders on the basis of the lowest bid that meets the specifications. The buildings may be awarded separately or to one Contractor, whichever is in the best interest of the Owner. The Owner reserves the right to conduct any test it may deem advisable and to make all evaluations. Owner also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the Owner to be in its best interest.

6.0 QUALIFICATIONS OF BIDDER

Bidders shall complete the attached Contractor Data Sheet and show sufficient evidence of previous satisfactory experience in constructing at least three projects of comparable size. If the Bidders is deemed to be the apparent low Bidder, the Owner reserves the right to require a listing of such projects, including more specific information to adequately permit checking of references for such project(s).

The Owner reserves the right to reject any bid if evidence submitted by, or investigation of, any Bidder fails to satisfy the Owner that the Bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated.

- 7.0 **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the Bidder or Offeror certifies that if awarded the contract, it will have the insurance coverage required as stated on the Insurance Checklist at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract the Owner reserves the right to require the Contractor to furnish certificates of insurance for the coverage required with **Owner named as additional insured.**

8.0 NEGOTIATIONS WITH THE LOW BIDDER

- 8.1 In the event the low bid exceeds the construction estimate on file with the Procurement Division, prior to advertising, the Owner may elect to negotiate with the low bidder to try to effect a mutually agreeable price that can be funded with the approved funds that are available for the project.
- 8.2 In the event the owner elects to negotiate, the low Bidder will be notified in writing. Further, the low Bidder must agree to submit his work papers which document the cost of the elements making up the Bid. The work papers on which the bid was formed will be the basis for negotiations.
- 8.3 The negotiations shall be conducted over a period not exceeding ten consecutive calendar days and if agreement has not been reached, the negotiations will be terminated in writing by the Owner. Should some unusual circumstance dictate an extension of the period for negotiations, a reasonable extension may be made with mutual agreement of the Owner and the low Bidder.

9.0 CONTRACTOR REGISTRATION

If a contract for construction, removal, repair or improvement of a building or other real property is for seventy thousand dollars (\$70,000) or more, or if the total value of all such contracts undertaken by bidder within any twelve-month period is five hundred thousand dollars (\$500,000) or more, the bidder is required under Title 54.1, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors as a "CLASS A CONTRACTOR." If such a contract is for one thousand dollars (\$1,000) or more but less than seventy five hundred dollars (\$7,500) and is not for electrical, plumbing and HVAC work, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The bidder shall place on the outside of the envelope containing the bid and shall place in the bid over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____
Specialty _____

Licensed Class B Virginia Contractor No. _____
Specialty _____

Licensed Class C Virginia Contractor No. _____
Specialty _____

If the bidder shall fail to provide this information on his bid or on the envelope containing the bid and shall fail to promptly provide said contractor license number to the Owner in writing when requested to do so before or after the opening of bids, he shall be deemed to be in violation of Section 54.1-1115 of the Code of Virginia (1950), as amended, and his bid will not be considered.

If a bidder shall fail to obtain the required license prior to submission of his bid, the bid shall not be considered.

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
INVITATION FOR BID (IFB) #104-04kh
Building Renovations – Culpeper Street Buildings

BID FORM

BID NUMBER AND OPENING DATE SHOULD BE CLEARLY MARKED ON FRONT OF ENVELOPE.

FIRM NAME

PHONE# (INCLUDING AREA CODE)

ADDRESS

FAX#

CITY, STATE AND ZIP

FEDERAL IDENTIFICATION NUMBER

Firm fixed price to complete the scope of work in accordance with specifications and requirements contained in the solicitation documents Former Shadow Lawn Building:

_____ (\$ _____)

Firm fixed price to complete the scope of work in accordance with the specifications and requirements contained in the solicitation documents – Former Parks and Recreation Building:

_____ (\$ _____)

Delivery/Performance: Time is of the essence in completing this project. State your earliest Firm completion date _____ . Please note this may be a factor in award of the contract.

NON-COLLUSION: The party making the foregoing bid hereby certifies that such bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Fauquier County or the Commonwealth of Virginia.

By signing this Bid the undersigned certifies that this person/firm/corporation is not currently barred from bidding on contracts by any agent of Fauquier County, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on Contracts by any agent of Fauquier County or the Commonwealth of Virginia.

Undersigned Bidder hereby certifies that he/she has carefully examined all conditions and specifications of this Invitation For Bid and hereby submits this bid pursuant to such instructions and specifications.

TYPE OF PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS BID

SIGNATURE OF AUTHORIZED PERSON SUBMITTING THIS BID

DATE

Receipt of the following Addenda are acknowledged:

Addendum No. _____, dated _____

Addendum No. _____, dated _____

*** RETURN THIS PAGE ***

CONTRACTOR DATA SHEET

1. **QUALIFICATIONS OF BIDDER:** Bidders must have the capability and capacity in all respects to fully satisfy the contractual requirements as specified.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of service: _____ Years _____ months.
3. **REFERENCES:** Indicate below a listing of at least three (3) recent or present contract which you have provided this type of work of the size and scope specified.

<u>Client Name and Address</u>	<u>and Phone Number</u>	<u>Contact Person</u> <u>Period of Contract</u>
_____	_____	_____

_____	_____	_____

_____	_____	_____

Check Applicable Box:

Corporation ☐ Partnership ☐ Individual ☐ Joint Venture ☐ Other ☐

RETURN THIS PAGE

DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

Required	Coverage Required	Limits (figures denotes minimum)
<u> X </u>	1. Worker's Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better, or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u> X </u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	2. \$1,000,000 Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
<u> X </u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
<u> </u>	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better, or its equivalent	4. \$1,000,000 Limit Each Occurrence
<u> </u>	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
<u> </u>	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
<u> </u>	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000
<u> </u>	8. Other Insurance:	
<u> X </u>	9. Fauquier County and/or Fauquier County School Board named as additional insured on Auto and General Liability Policies. (This coverage is primary to all other coverage the County and Schools may possess and must be shown on the certificate.)	
<u> X </u>	10. 30 day written cancellation notice required, 15 day cancellation notice required for non-payment to Fauquier County and/or Fauquier County School Board – Ref. Code of Virginia Section 38.2-231. Also, the words "endeavor to" and "failure to mail such notice" clause shall be removed from the cancellation notice.	
<u> X </u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u> X </u>	12. Contractor shall submit Certificate of Insurance within five business days from notification of award.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

FIRM

SIGNATURE

RETURN THIS PAGE

GENERAL TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS

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GENERAL TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS

ARTICLE I - INTERPRETATION

GC.1.01 - Definitions:

Where used in these General Conditions and in the other documents forming part of the contract:

- (1) "Bid" or "Tender" means the offer as proposed by the Bidder submitted on the Invitation for Bid. The terms "Bid" or "Tender" are used interchangeably herein.
- (2) "Bidder" means any person submitting a bid for the work
- (3) "Bid Form" means the portion of the Invitation for Bid that must be returned to constitute a formal Bid.
- (4) "Board of Supervisors" means the Board of Supervisors of Fauquier County.
- (5) "Calendar Day" means the period from one midnight to the following midnight.
- (6) "Contract" or "Contract Documents" means the combined documents consisting of the Agreement; Addenda; the Bidding Instructions; these General Conditions; the Supplemental Conditions; the Drawings; the Specifications; the Invitation for Bid; Shop Drawings; Performance Security and all other exhibits mentioned in the Contract Documents as forming part thereof.
- (7) "Contract Administrator" means a person duly authorized by the County in writing to represent the County in the work pertaining to this contract.
- (8) "Contract Time" means the time stipulated in the Contract Documents for Substantial Completion of the work.
- (9) "Contractor" means the person undertaking the execution of the work under the terms of the Contract.
- (10) "County" means the County of Fauquier, a Political Subdivision of the Commonwealth of Virginia.
- (11) "Drawings" or "Plans" means drawings or plans which show the character and scope of the work to be performed and which have been prepared or approved by the Contract Administrator and are referred to in the Contract Documents. The terms "Drawings" or "Plans" are used interchangeably herein.
- (12) "Extra Work" means the furnishing of labor, services, materials, plant, equipment and/or the performance of any work not directly or by implication called for by the Contract.
- (13) "Invitation For Bids (IFB)" means the Bidding Instructions; these General Conditions; the Supplemental Conditions; the Drawings; the Specifications; the Bid; Performance Security, and all Addenda.
- (14) "Other Contractor" means any person employed by or having a contract directly or indirectly with the County otherwise than through the Contractor.
- (15) "Owner" means the County of Fauquier
- (16) "Person" means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person.

- (17) "Plant" means all material and/or equipment and/or things brought to or constructed upon the Site by the Contractor for the performance of the Work, but does not include materials, equipment or other things which are to form part of the permanent Work.
- (18) "Shop Drawings" means all drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor, Sub-contractor, manufacturer, supplier or distributor, and which illustrates the equipment, material or some portion of work.
- (19) "Site" means the lands and other places on, under, in or through which the work is to be executed and any other lands for places authorized by the Commissioner for the purposes of the Contract.
- (20) "Specification" means the written description of the physical or functional characteristics of the supplies, services and construction, or any part thereof, including without limitation any requirement for testing or inspection.
- (21) "Street" means any public or private highway, lane, square, bridge, thoroughfare, right-of-way, or any part thereof as same.
- (22) "Sub-Contractor" means a person contracting with the Contractor or another Sub-Contractor of the Contractor for the execution of a part or parts of the Work or for the furnishing of material.
- (23) "Substantial Completion" means Substantial Completion as defined in the Supplemental Conditions or any subsequent amendment thereto, and as certified by the Contract Administrator.
- (24) "Surety" means the person who executed the Bond guaranteeing the fulfillment of the Contract, all as required by the Contract Documents, to be furnished by the Contractor.
- (25) "Total Completion" of the Work means when the entire Work, except those items arising from the provisions of Article X - Warranty, have been performed to the requirements of the Contract Documents and is so certified in writing by the Contract Administrator.
- (26) "Work" means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor, pursuant to the terms and conditions of the Contract and in particular, but without limiting the generality of the foregoing, includes the furnishing of all labor, services, materials, Plant and/or equipment necessary or incidental to the performance of the Contract, including all Extra Work or Changes in the Work which may be ordered as herein provided.
- (27) "Working Day" means any Calendar Day, other than Sunday or a Statutory or Civic Holiday, on which, in the opinion of the Contract Administrator, atmospheric and/or site conditions are such that the contractor is able to work at least seven (7) hours during the period between 7:00 a.m. Fauquier time or the time the Contractor's operations normally commence, whichever is the earlier, and 7:00 p.m. Fauquier time.

GC.1.02 - Interpretation:

- (1) This Contract shall inure to the benefit of and be binding on the respective executors, administrators, successors and assigns of the County and the Contractor.
- (2) Where the "Contractor" as defined herein consists of more than one person or corporation, their liability to perform the covenants herein contained to be performed by the Contractor shall be joint and several.
- (3) Wherever the singular or masculine are used, the same shall be constituted as meaning the plural or the feminine or the neuter as the context may reasonably require.

- (4) This Contract has been entered into and shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia.

GC.1.03 - Headings for Convenience Only:

Headings, titles and marginal notes in the Contract are inserted for convenience only and are not explanatory of the Articles or Clauses with which they appear.

GC.1.04 - Inconsistencies:

In the event of conflicts between Contract Documents, the following shall apply:

- (a) figured dimensions shown on a drawing shall govern over scaled or implied dimensions on the same Drawing;
- (b) Drawings of larger scale shall govern over those of smaller scale of the same date.
- (c) Specifications shall govern over drawings of the same date;
- (d) The General Conditions shall govern over Specifications;
- (e) The Supplemental Conditions shall govern over the General Conditions;
- (f) The executed Agreement between the County and Contractor shall govern over all documents; and
- (g) Notwithstanding the foregoing, documents of a later date shall always govern over documents of the same category of an earlier date.

ARTICLE II - DECLARATIONS BY CONTRACTOR

GC.2.01 - Investigating the Site:

The Contractor declares that in bidding for the Work and in entering into the Contract, he has investigated the Site, the character of the Work to be done and all local Conditions including the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility, that might affect his Bid or his acceptance of the Work, or that, not having so investigated, and except as hereinafter provided he is willing to assume and does assume, all risk of conditions now existing or arising in the course of the Work which might or could make the Work, or any items thereof more expensive in character, or more onerous to fulfill, than was contemplated or known when the bid was completed or the Contract signed. The Contractor also declares that in bidding for the Work and in entering into the Contract he did not and does not rely upon information furnished by the County or any of its servants or agents respecting the character or nature of the surface and sub-surface conditions at the site, or the location, character, quality or quantity of the materials to be removed, or to be employed in the construction of the Work, or the character of the plant needed to perform the Work or the general and local conditions and shall verify all matters concerning access to the Site, power supplies, location of existing services, utilities, materials necessary for the completion of the Work and all other matters which could in any way affect the performance of the Work under the contract other than information furnished in writing for or in connection with the Bid or the Contract by the Contract Administrator.

GC.2.02 - Change in Site Conditions:

Notwithstanding the generality of the foregoing, the Contractor shall refer any substantial difference in the character or nature of the surface or sub-surface conditions at the Site, or the location, character, quality or quantity of the materials to be removed than the Conditions set out in the Plans, Specifications or other

information furnished in writing for or in connection with the Bid or the Contract by the Contract Administrator for use by the Contractor in preparing his Bid, for resolution in the manner prescribed in GC.4.06.

GC.2.03 - Good Faith:

The Contractor declares that he has submitted his bid and entered into the Contract with the County in good faith and that to the best of his knowledge no member of the Board of Supervisors, or any officer or employee of the County has any pecuniary interest, direct or indirect, in the same Contract, and further that the said Contractor shall forfeit all claims under this Contract for Work done beyond the actual proven expenses of the Contractor if any member of the Board of Supervisors, or any officer or employee of the County is at any time interested therein or if any interest therein is given or agreed to be given to him and as well shall refund to the County any monies paid to the Contractor by the County under this Contract beyond the actual expenses of the Contractor. The Contractor declares that he has not participated in any collusive scheme or combine in connection with his bid or contract.

GC.2.04 – Laws and Regulations:

- (1) This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia, relating to the labor unions and the “right to work.” The Contractor and its Subcontractors, whether residents or nonresidents of the Commonwealth, who perform any work related to the project shall comply with all of the said provisions.
- (2) IMMIGRATION REFORM AND CONTROL ACT OF 1986: By signing this Contract, the Contractor certifies that it does not, and will not during the performance of this contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
- (3) NONDISCRIMINATION: The following requirements of Section 2.2-4311 of the Code of Virginia shall be applicable:
 - (a) During the Performance of this Contract, the Contractor agrees as follows:
 - (i) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, handicap, sex or national origin, except where religion, sex or national origin is a bonafide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (ii) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - (iii) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
 - (b). The Contractor will include the provisions of (I), (ii) and (iii) in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- (4) PROHIBITION OF ALCOHOL AND OTHER DRUGS AT JOB SITE:
 - (a) The Contractor shall establish, maintain, and enforce policies which prohibit the following acts by all Contractor, Subcontractor and supplier personnel at the job site:

- (i) the manufacture, distribution, dispensation, possession, or use of alcohol or other drugs in the workplace, except possession and medically prescribed use of prescription drugs.
 - (ii) the impairment in the workplace from the use of alcohol or other drugs, including impairment from prescription drugs.
- (b) The Contractor shall post a copy of the policy in a conspicuous place at the job site and assure that all Contractors, Subcontractors, and supplier personnel entering the job site are informed of the policy.

ARTICLE III - AWARD AND EXECUTION OF THE CONTRACT

GC.3.01 - Execution of Contract:

The successful bidder shall, upon notification of award of the Contract by the County:

- (1) Execute and return the contract documents in the manner stipulated by the County Procurement Office within Seven (7) calendar days of receipt of the contract documents together with written notice signed by the County Procurement Office to the contractor in the manner provided in GC.7.06 hereof;
- (2) Provide the Performance Security specified in the Bidding Instructions to the Purchasing Agent prior to the commencement of Work but in no event later than the time specified in GC.3.01(1) above for the return of the executed Contract Documents.
- (3) Provide evidence of the Insurance Coverage specified in the Supplemental Conditions in a form satisfactory to the Purchasing Agent prior to the Commencement of the Work but in no event later than the time specified in GC.3.01(1) above for the return of the executed Contract Documents.

GC.3.02 - Failure to Sign Contract:

In the event that the bidder does not meet all the requirements of GC.3.01 hereof, the Board of Supervisors shall consider that the Bidder has abandoned the contract, whereupon the acceptance of the bid by the County shall be null and void and the County shall be entitled to retain the Bid Security accompanying the bid as liquidated damages.

GC.3.03 - Commencement of Work:

The Contractor shall not procure material or commence Work until he is in receipt of a letter to commence from the County Procurement Office authorizing the commencement of work and has provided the County Procurement Office with the required Performance Security and Insurance Coverage.

GC.3.04 - Bar to Payment:

No payments will be made by the County to the Contractor until the Contractor has met all the requirements of GC.3.01 hereof.

ARTICLE IV - SCOPE OF WORK

GC.4.01 - Work to be Done According to Contract:

The Contractor shall execute, complete and maintain the Work in strict accordance with the Contract Documents.

GC.4.02 - Contractor to Furnish Labor, Plant and Materials

- (1) The Contractor shall provide and pay for competent, suitably qualified personnel to execute the Work. He shall at all times maintain good discipline and order at the Site.
- (2) The Contractor shall provide and pay for all plant, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, operation, completion and maintenance of the Work.
- (3) Unless otherwise specified in the Specifications, all materials and equipment to be incorporated in the Work shall be new, fit for the purpose intended, and shall meet or exceed the kind, quality and quantity of same specified in the Contract Documents. If required, the Contractor shall provide at his own expense evidence satisfactory to the Contract Administrator that the foregoing requirements have been met.
- (4) The Contractor shall certify in writing that no materials used in the work contain asbestos material in them. The Contractor shall provide this written certification as part of submittals under GC.9.03.

GC.4.03 - Documents Supplement Each Other:

- (1) The Contract Documents are complementary and what is called for by any one shall be binding as if called for by all.
- (2) If the Contract Documents or any part thereof appear indefinite, not clear or contradictory, the Contractor shall refer such feature or features to the Contract Administrator for interpretation or clarification.
- (3) The Contract Administrator shall have the right at any time to correct errors or omissions in the Contract Documents or to issue additional Drawings and Specifications at any time further detailing, explaining or modifying the Work. Such Drawings and Specifications shall either supplement or supersede those signed at the time the Contract is executed.
- (4) The Contractor shall be responsible for conveying the interpretation or clarification of the Contract Documents, as given by the Contract Administrator, to Sub-Contractors.
- (5) The Contractor shall be responsible for any work not explicitly set out in the Contract Documents but which may be reasonably implied for the proper completion of the Work.

GC.4.04 - Shop Drawings:

- (1) The Contractor shall arrange for the preparation of Shop Drawings required by the Contract Documents or as may reasonably be required by the Contract Administrator.
- (2) The Contractor shall review all Shop Drawings prior to submitting same to the Contract Administrator. By this review, the Contractor represents that he has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data and that he has checked and coordinated each Shop Drawing with the requirements for the work and of the Contract. The Contractor's review of each Shop Drawing shall be certified.
- (3) The Contractor shall promptly submit to the Contract Administrator the required number of copies of the Shop Drawings and in an orderly sequence to prevent delay in the work or in the work of other contractors, shop drawings shall be submitted in the form of a reproducible transparency or prints as the Contract Administrator may direct. At the time of submission, the Contractor shall notify the Contract Administrator of any deviations in the Shop Drawings from the requirements of the Contract.

- (4) The Contract Administrator shall review the Shop Drawings promptly or in accordance with a schedule agreed upon in writing. The Contract Administrator, upon completion of the review, shall communicate either his acceptance or rejection of same to the Contractor. The Contract Administrator's review and acceptance shall be for conformity to the design concept of the Work and for compliance with the Contract Documents. The acceptance of a component or a sub-assembly shall not constitute acceptance of the assembly of which it is a part. The review shall not relieve the contractor of responsibility for errors and omissions in the Shop Drawings or of responsibility for meeting all requirements of the contract unless a deviation on the Shop Drawings has been approved by the Contract Administrator in writing. No Work called for by Shop Drawings shall be undertaken by the Contractor until the Contract Administrator's review is completed and the acceptance of same has been communicated to the Contractor.
- (5) The Contractor shall promptly make any changes in the Shop Drawings which the Contract Administrator may require and which are consistent with the Contract Documents and shall promptly resubmit same to the Contract Administrator for review and acceptance unless otherwise directed by the Contract Administrator. When resubmitting the Shop Drawings, the Contractor shall notify the Contract Administrator in writing of any revisions other than those requested by the Contract Administrator.

GC.4.05 - Changes in the Work: County

- (1) The County shall have the right at any time before or after the execution of the Contract or after the commencement of the Work or during the prosecution of the Work, to alter, deduct from, add to or omit (referred to collectively herein as a "Change in Work") any part of the Work, or to change the lines or grades or the location of any part of the Work, all without in any way affecting or vitiating the Contract, and the Contractor shall carry out all such alterations or additions upon receipt of written notice from the Contract Administrator.
- (2) The Contract Administrator shall make a determination at the time of issuing the written notice referred to in GC.4.05 (1) above and shall set out his determination in the said notice as to whether:
 - (a) the Change in Work so ordered falls within the scope of the Work required to be performed under the Contract with no adjustment to Contract Time and/or Contract Price; or
 - (b) the Change in Work so ordered amounts to Extra Work with a corresponding adjustment to the Contract Time and or Contract Price; or
 - (c) the Change in Work so ordered amounts to a diminution in the scope of the Work required to be performed under the Contract with a corresponding adjustment to the Contract Time and/or Contract Price.
- (3) In the event that the Contractor disputes a determination made by the Contract Administrator, regarding changes, the Contractor shall act in accordance with the Contract Administrator's determination, provided however that the Contractor shall have the right to appeal the determination of the Contract Administrator to the County Administrator as provided in GC.4.05(4) below on work or any request by the Contractor for increased compensation.
- (4) If the Contractor disagrees with the determination of the Contract Administrator he must, within Seven (7) Calendar days after receiving notice of the Contract Administrator's determination, notify the County Administrator in writing of his contention with respect thereto and request a determination thereon from the County Administrator.

- (5) If the Contractor fails to so appeal to the County Administrator for a determination within Seven (7) Calendar Days after receiving Notice of the Contract Administrator's determination, the Contractor shall be deemed to have waived any said claim. Oral appeals or oral protests shall not amount to substantial compliance with the provisions of this Clause.
- (6) If the Contractor disagrees with the determination of the County Administrator, he must within Seven (7) Calendar Days after receiving Notice of the County Administrator's determination, notify the Board of Supervisors in writing of his contention with respect thereto in accordance with GC.11.01. In order to invoke the procedures of this section, the Contractor's request must (i) refer specifically to this section by number; (ii) in the case of the Board of Supervisors, be hand-delivered to the office of the County Administrator; and (iii) contain a full explanation of the basis of the contractor's position and the rationale for its request.
- (7) In the case of the Contractor's neglect or failure to observe fully and faithfully the above conditions, he shall forfeit all right to payment therefore which he otherwise might have had, and shall not make any claim in respect thereof, and if made, the County may reject the same as invalid and he shall not have any right of recovery in respect thereof, at law or otherwise.
- (8) It is intended in all matters referred to above that both the Contract Administrator and the Contractor shall act promptly.

GC.4.06 - Changes in the Work: Contractor

- (1) If the Contractor is of the opinion that it is necessary at any time before or after the execution of the Contract or after the commencement of the Work or during the prosecution of the Work, to alter, deduct from, add to or omit any part of the Work to accomplish the result intended by this Contract, he shall provide written notice of this requirement and details of same to the Contract Administrator for a determination as set out in GC.4.05(2) above prior to undertaking the proposed change in Work.
- (2) GC.4.05(3) through (8) shall apply mutatis mutandis herein.

GC.4.07 - Valuation and Certification of Extra Work:

- (1) The value of Extra Work shall be determined by one or more of the following methods:
 - (a) by estimate in a lump sum;
 - (b) by the unit prices set out in the Contract or subsequently agreed upon;
 - (c) by the actual cost of the Work to the Contractor plus a fixed fee;
- (2) Where the value of Extra Work is proposed or required to be determined by either method (2 a) or (b) of GC.4.07(1), the Contractor shall present his proposed change in the Contract Time and/or Contract Price to the Contract Administrator supported by appropriate documentation in a form acceptable to the Contract Administrator prior to the commencement of the proposed Extra Work. The Contract Administrator shall evaluate and verify the acceptability of such claim and, if approved by the County, a change order shall be issued to the Contractor by the Purchasing Agent as approved by the Contract Administrator, amending the Contract Time and/or Contract Price.
- (3) Where the value of Extra Work is determined by method (c) of GC.4.07(1) the actual cost permitted to be claimed by the Contractor shall be deemed to include all amounts whether direct, indirect or consequential resulting from the performance of the Extra Work, including, but not limited to, all Overhead.

- (4) In the case of Extra Work to be paid for under methods (b) or (c) of GC.4.07(1), the form of presentation of costs and methods of measurement shall be stipulated in writing by the Contract Administrator prior to the Contractor undertaking the Extra Work. The Contractor shall keep accurate records of quantities and costs and present an account of the costs of the Extra Work, together with all vouchers supporting such costs where applicable.
- (5) Notwithstanding the generality of the foregoing, the Contractor shall keep a detailed daily record for each part of the Extra Work showing the names and times of the workmen engaged thereon and number of hours each day when Plant and equipment are employed thereon. This daily record shall be submitted to the Contract Administrator each day for the review and approval of the Contract Administrator.
- (6) If the method of valuation, measurement, change in Contract Time and/or Contract Price cannot be promptly agreed upon prior to the commencement of the Extra Work and the Contract Administrator requires the Extra Work to proceed, then the Contract Administrator in the first instance will determine the method of valuation, measurement and the change in Contract Time and/or Contract Price. The Contract Administrator shall issue a written authorization for the Extra Work setting out the method of valuation, measurement, and any approved change in the Contract Time and/or Contract Price.
- (7) In the case of a dispute in the method of valuation, measurement, change in Contract Time and/or Contract Price for the Extra Work authorized in writing by the Contract Administrator and pending determination thereof in accordance with GC.4.07(8) or GC.4.07(10) hereof, the Contract Administrator shall certify the value of the Extra Work performed in accordance with the Contract Administrator's own valuation and measurement of the Extra Work and shall also certify any change in Contract Time and/or Contract Price. The Contractor shall keep accurate records of quantities and cost of such Extra Work.
- (8) If the Contractor disagrees with the Contract Administrator's method of valuation, measurement, change in Contract Time and/or Contract Price, he must within Seven (7) Calendar Days after receiving Notice of the Contract Administrator's determination, notify the County Administrator in writing of his contention with respect thereto and request a determination thereon from the County Administrator.
- (9) If the Contractor fails to so appeal to the County Administrator for a determination within Seven (7) Calendar Days after receiving Notice of the Contract Administrator's determination, the Contractor shall be deemed to have waived any said claim. Oral appeals or oral protests shall not amount to substantial compliance with the provisions of this Clause.
- (10) If the Contractor disagrees with the determination of the County Administrator he must within Seven (7) Calendar Days after receiving Notice of the County Administrator's determination, notify the Board of Supervisors in writing of his contention with respect thereto in accordance with GC.11.01. In order to invoke the procedures of this section, the Contractor's request must (i) refer specifically to this section by number; (ii) in the case of the Board of Supervisors, be hand-delivered to the office of the County Administrator; and (iii) contain a full explanation of the basis of the contractor's position and the rationale for its request.
- (11) In the case of the Contractor's neglect or failure to observe fully and faithfully the above conditions, he shall forfeit all right to any claim for additional payment therefore over and above that approved by the Contract Administrator which he otherwise might have had, and shall not make any claim in respect thereof, and if made, the County may reject the same as invalid and he shall not have any right of recovery in respect thereof, at law or otherwise.
- (12) It is intended in all matters referred to above that both the Contract Administrator and Contractor shall act promptly.

GC.4.08 - Diminution of Work:

- (1) Should the amount of the Work originally intended to be done under the Contract be diminished, no claim shall be made for damages on the ground of loss of anticipated profit on Work so diminished or on any other ground. In the case of a Unit Price Contract where a change is made involving diminution of the Work, only the Work actually done shall be paid for and such payment shall be based on the Prices in the Bid. In the case of a Lump Sum Contract where a change is made involving diminution of Work and the parties cannot agree on the reduction in Contract Price which should properly be made as a result thereof, the matter in dispute shall be decided by the Contract Administrator. If the Contractor disagrees with the Contract Administrator's determination, he must within Seven (7) Calendar Days after receiving Notice of the Contract Administrator's determination notify the County Administrator in writing of his contention with respect thereto and request a determination thereon from the County Administrator.
- (2) If the Contractor fails to so appeal to the County Administrator for a determination within Seven (7) Calendar Days after receiving Notice of the Contract Administrator's determination, the Contractor shall be deemed to have waived any said claim. Oral appeals or oral protests shall not amount to substantial compliance with the provisions of this Clause.
- (3) If the Contractor disagrees with the determination of the County Administrator, he must within Seven (7) Calendar Days after receiving Notice of the County Administrator's determination, notify the Board of Supervisors in writing of his contention with respect thereto in accordance with GC.11.01. In order to invoke the procedures of this section, the Contractor's request must (i) refer specifically to this section by number; (ii) in the case of the Board of Supervisors, be hand-delivered to the office of the County Administrator; and (iii) contain a full explanation of the basis of the contractor's position and the rationale for its request.
- (4) Where a change results in a diminution of Work after commencement of work or any part thereof resulting in extra cost to the Contractor, for which he would not be entitled to payment on a unit price basis or in loss of Work already completed but not paid for, or loss to the Contractor in respect of material or equipment purchased by him for the Work but not used thereon as required by the County, compensation shall be made to the Contractor by the County in the sum or sums to be fixed by the Contract Administrator. If the Contractor disagrees with the Contract Administrator's decision, he must within Seven (7) Calendar Days after receiving Notice of the Contract Administrator's determination notify the County Administrator in writing of his contention with respect thereto and request a determination thereon from the County Administrator.
- (5) If the Contractor fails to so appeal to the County Administrator for a determination within Seven (7) Calendar Days after receiving Notice of the Contract Administrator's determination, the Contractor shall be deemed to have waived any said claim. Oral appeals or oral protests shall not amount to substantial compliance with the provisions of this Clause.
- (6) If the Contractor disagrees with the determination of the County Administrator he must within Seven (7) Calendar Days after receiving Notice of the County Administrator's determination, notify the Board of Supervisors in writing of his contention with respect thereto in accordance with GC.11.01. ***In order to invoke the procedures of this section, the Contractor's request must (i) refer specifically to this section by number; (ii) in the case of the Board of Supervisors, be hand-delivered to the office of the County Administrator; and (iii) contain a full explanation of the basis of the contractor's position and the rationale for its request.***
- (7) In the case of the Contractor's neglect or failure to observe fully and faithfully the above conditions, he shall forfeit all right to any claim for additional payment therefor over and above that approved by the Contract Administrator which he otherwise might have had, and shall not

make any claim in respect thereof, and if made, may reject the same as invalid and he shall not have any right of recovery in respect thereof, at law or otherwise.

- (8) It is intended in all matters referred to above that both the Contract Administrator and Contractor shall act promptly.

GC.4.09 - Cleanup and Final Cleaning of the Work:

- (1) The Contractor shall maintain the site and the Work in a tidy condition and free from the accumulation of waste products and debris, other than that caused by the County or Other Contractors. Upon attaining Substantial Completion of the Work, the Contractor shall remove any products, tools, construction machinery and equipment not required for the performance of the remaining Work. He shall also remove waste products and debris other than that caused by the County or Other Contractors and leave the site and the Work clean and suitable for occupancy by the County unless otherwise specified.
- (2) Total Completion of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all Plant and surplus products, tools, construction materials and equipment. The Contractor shall also have removed waste products and debris, other than that left by the County or Other Contractors.

ARTICLE V - CONTROL OF WORK

C.5.01 - Authority of Contract Administrator:

- (1) The Contract Administrator shall be the County's representative throughout the duration of the Contract and shall have authority to act on behalf of the County to the extent expressly provided in the Contract Documents.
- (2) The Contract Administrator shall be responsible for the interpretation or clarification of the Contract Documents or any part thereof which appear indefinite, not clear or contradictory to the Contractor.
- (3) The Contract Administrator shall have full authority to examine, inspect, approve or reject the Plant, materials, methods of procedure and workmanship without in any way relieving the Contractor from his responsibilities under GC.5.02. The Contract Administrator shall be the sole judge of determining whether the kind, quantity and quality of the Plant, materials, methods of procedure and workmanship meet or exceed the requirements of the Contract Documents.
- (4) The Contract Administrator shall have the authority to object to any person employed or retained by the Contractor in the execution of the Work who is in the opinion of the Contract Administrator incompetent, negligent or guilty of misconduct. The Contractor shall forthwith remove the person so objected to. The Contract Administrator may recommend to the County Administrator that the County Administrator refuse to issue any Progress Estimate and/or Certificate to the Contractor while such person remains engaged upon the Work.
- (5) The Contract Administrator may order the Contractor to stop work or to take such remedial measures as the Contract Administrator considers necessary, if, at any time, the Contract Administrator is of the opinion that a danger to life or to property exists. The Contractor shall comply with such orders immediately. Neither the giving or carrying out of such orders shall thereby entitle the Contractor to any extra payment, nor shall the Contractor be relieved of his responsibilities under GC.5.02.
- (6) The Contract Administrator shall have the authority to order the Contractor to stop the Work whenever such stoppage may be necessary, in the Contract Administrator's reasonable opinion, to ensure the proper execution of the Work in accordance with the requirements of the Contract

Documents. The Contractor shall comply with such orders immediately. Neither the giving or carrying out of such orders shall thereby entitle the Contractor to any extra payment or relieve the Contractor of his responsibilities under GC.5.02.

- (7) In the event that the Contractor disputes a determination made by the Contract Administrator on any of the foregoing matters, the Contractor shall act in accordance with the Contract Administrator's decision. If the Contractor disagrees with the Contract Administrator's decision, he must within Seven (7) Calendar Days after receiving Notice of the Contract Administrator's decision notify the County Administrator in writing of his contention with respect thereto and request a determination thereon from the County Administrator.
- (8) If the Contractor fails to so appeal to the County Administrator for a decision within Seven (7) Calendar Days after receiving Notice of the Contract Administrator's decision, the Contractor shall be deemed to have waived any said claim. Oral appeals or oral protests shall not amount to substantial compliance with the provisions of this Clause.
- (9) If the Contractor disagrees with the determination of the County Administrator he must within Seven (7) Calendar Days after receiving Notice of the County Administrator's determination notify the Board of Supervisors in writing of his contention with respect thereto in accordance with GC.11.01. In order to invoke the procedures of this section, the Contractor's request must (i) refer specifically to this section by number; (ii) in the case of the Board of Supervisors, be hand-delivered to the office of the County Administrator; and (iii) contain a full explanation of the basis of the contractor's position and the rationale for its request.
- (10) It is intended in all matters referred to above that both the Contract Administrator and Contractor shall act promptly.

GC.5.02 Responsibilities of Contractor:

- (1) The Contractor shall be responsible for ensuring that all Work is carried out in accordance with and within the time limits set out in the Schedule of Work which is required to be provided by the Contractor and approved by the Contract Administrator under GC.8.01 and any approved amendments thereto. Further, the Contractor shall be responsible for obtaining the prior written consent of the Contract Administrator for any changes in the approved Schedule of Work or any approved amendments thereto in a timely fashion.
- (2) The Contractor shall have complete control over the methods of prosecuting the Work except as otherwise provided in the Contract Documents and shall direct and supervise the Work so as to ensure conformance with the Contract Documents. The Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures and for coordinating the various parts of the Work under the Contract so as to ensure its proper completion in accordance with the approved Schedule of Work.
- (3) The Contractor shall obey, perform and comply with the Contract Administrator's orders or instructions with respect to the Work or concerning the conduct thereof promptly, efficiently, and to the satisfaction of the Contract Administrator.
- (4) The Contractor shall carry out such rules and regulations as may from time to time be issued by the Contract Administrator for the securing and maintaining of good order on the Site and he will assist Other Contractors, their employees and agents, and those of the County, to do the same.
- (5) The Contractor shall employ and keep on the Work during its progress a competent Supervisor and any necessary assistants, all satisfactory to the Contract Administrator, both on the commencement and at all times during the prosecution of the Work. The Contractor shall inform the Contract Administrator in writing of the name of such Supervisor prior to the commencement of the Work. If at any time the Contract Administrator requires such Supervisor to be replaced the

Contractor shall arrange for him to vacate his position and be removed from the Site within forty-eight (48) hours after receiving notice in writing from the Contract Administrator to replace the Supervisor with another Supervisor. Any person so removed shall not be re-employed on the Work by the Contractor or by a Sub-contractor. The Supervisor shall not be replaced except with the prior written consent of the Contract Administrator unless the Supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ. The Supervisor shall represent the Contractor in his absence and directions on matters given to him shall be held to be given to the Contractor.

- (6) The Contractor agrees that the list of names of the Sub-contractors included in his Proposal is the list of Sub-Contractors proposed to be used to carry out those parts of the Work noted thereon, and he shall not employ any to whom the County may reasonably object. The Contractor shall not make any change to the Sub-contractor list unless prior written approval is received from the Contract Administrator.

The Contractor, with respect to Work to be performed under sub-contract, shall:

- (a) enter into contracts or written agreements with his Sub-contractors to require them to perform their work in complete conformance with and subject to the terms and conditions of the Contract Documents, and,
- (b) be as fully responsible to the County for acts and omissions of his Sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.

The Contractor shall incorporate the terms and conditions of the Contract documents into all sub-contract agreements he enters into with his Sub-contractors.

- (7) The Contractor shall keep one set of the Contract Documents and approved Shop Drawings at the Site. These Contract Documents and Shop Drawings shall be available at all reasonable times for the inspection and use of the Contract Administrator.
- (8) The Contractor must arrange and carry on his Work so as not to conflict with the Work being carried on or to be carried on for the County by other contractors or by the County's employees. Should he find it difficult to work in harmony with such parties he shall notify the Contract Administrator who will deal with the matter as he in his judgment may deem best, and the Contractor shall abide by the decision and directions of the Contract Administrator.
- (9) The Contractor shall be solely responsible for construction safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable construction and safety legislation.
- (10) The Contractor shall be solely responsible for securing the Site, any existing facility thereon and for the proper care and protection of the Work already performed.
- (11) The Contractor shall, at his own expense, do whatever is necessary to ensure that:
 - (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Contract;
 - (b) pedestrian and other traffic on any public or private road is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (c) fire hazards in or about the Work or its Site are eliminated;

- (d) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the performance or existence of the Work or Plant;
- (e) adequate medical services are available to all persons employed on the Work or its Site at all times during the performance of the Work.
- (f) adequate sanitation measures are taken and facilities provided with respect to the Work and its Site.
- (g) all survey posts, monuments or bars are protected and are not removed, defaced, altered or destroyed; and
- (h) all stakes and marks placed on the Work or its Site by or under the authority of the Contract Administrator are protected and are not removed, defaced, altered or destroyed.

GC.5.03 - Inspection:

- (1) All Plant to be provided, work to be performed, materials to be supplied, and equipment or machinery to be installed or erected under this Contract shall be subject to inspection by the Contract Administrator. The Contractor shall afford to the Contract Administrator every facility, whether at the Site of the Work, or at the premises of the Contractor or any Sub-Contractor, for the observation of the methods and progress of the Work, and to give the Contract Administrator free of cost to the County any and all assistance which he may require in the performance of his duties; also to furnish the Contract Administrator, free of cost, with sufficient office facilities for keeping Drawings and for correspondence as specified in the Supplemental Conditions.
- (2) The Contractor shall, before beginning or resuming operations upon any portion of the Work, formally notify the Contract Administrator in writing so as to enable the Contract Administrator to arrange for proper inspection. In the event that the Contractor does not so notify the Contract Administrator in order that the Contract Administrator can arrange for proper inspection, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and rebuild that portion of the Work, at the Contractor's own cost and expense, in order that the Contract Administrator can inspect the Work.
- (3) The Contractor shall not proceed to prosecute any portion of the Work, against the orders of the Contract Administrator. In the case of any portion of the Work prosecuted contrary to the orders of the Contract Administrator, the cost of such taking down or exposure and re-building, if any, shall fall upon the Contractor.
- (4) The Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose any portion of the Work where the Contract Administrator is of the opinion that the Work is not in accordance with the Contract Documents. The cost of such taking down or exposure and rebuilding, if any, shall fall upon the County if the taking down or exposure indicates that the part exposed is properly constructed and of satisfactory materials, but if otherwise the cost shall be borne by the Contractor.
- (5) In case the Contract Administrator observes improper workmanship or the use of defective materials in the course of construction or manufacture, he will call the same to the attention of the Contractor or the Supervisor in charge of the Work, but should such Supervisor be inaccessible at the time, the Contract Administrator shall order the workmen to stop such improper Work until a Supervisor or the Contractor remedies the defects.
- (6) Orders given by the Contract Administrator in accordance with the above powers shall be obeyed by the Contractor without delay.

- (7) The inspection herein provided for shall in no way relieve the Contractor of full responsibility for the quality, character, proper operation and performance of the completed Work.

GC.5.04 - Defective Work:

The County shall have the right to any one or all of the following options in addition to those provided elsewhere in these Contract Documents and to its ordinary remedies at law if, in the opinion of the Contract Administrator, there is any defect in the Work or in any part thereof attributable to the Contractor or if same fails to meet the requirements of the Contract:

- (1) The Contract Administrator shall direct the Contractor to remedy the defect or to repair, reconstruct, or replace the faulty Work or Work which fails to meet the requirements of the Contract and the Contractor shall, without delay and at the Contractor's own expense, carry out the orders of the Contract Administrator in that respect, all according to the terms and requirements of the Contract. In addition, the Contractor shall be required to reimburse the County and the County shall be entitled to deduct its cost of any additional inspections necessitated thereby from the Contract Price.
- (2) If the Contractor fails or neglects to act as set out in GC.5.04(1), the County may correct or replace the defective or faulty Work or Work which fails to meet the requirements of the Contract either by the County's own forces or by an Other Contractor or Contractors. The cost of correcting or replacing same shall be paid to the County immediately by the Contractor upon receipt of written Notice from County Administrator setting out the amount to be so paid. In the event that the Contractor fails to make payment to the County as required hereby, the County shall deduct the amount of such payment from any payment required to be made to the Contractor under this Contract. If, in the, opinion of the County, the Contractor has received all payments due to him under the Contract, the Surety shall make such payment immediately upon receipt of written Notice from the County Administrator setting out the amount to be so paid.
- (3) If, in the opinion of the Contract Administrator, it is not expedient to correct defective or faulty Work or Work not done in accordance with the Contract, the County may deduct from the Contract Price the difference in value between the Work as done and that called for by the Contract, setting out the amount to be so paid.
- (4) Pending action under GC.5.04 (1) and (2) above, the County shall have the right to use the Work or any portion thereof, without in any way affecting its right of rejection of any such faulty or defective work or relieving the Contractor of responsibility to complete the Work.

GC.5.05 - Right of Entry:

- (1) The Contractor shall not be entitled to exclusive possession of the Site.
- (2) The County shall have the right, for itself, its agents, representatives and Other Contractors, to occupy any portion of the Site or the Work, at any time and for so long a time as the Contract Administrator may by notice in writing to the Contractor require, provided such entry, occupation and use does not prevent or otherwise interfere with the Contractor's performance of the Work.
- (3) Such entry, occupation and use shall not be considered to be an acceptance of the Work by the County nor shall it relieve the Contractor of responsibility to complete the Work.

ARTICLE VI - CONTROL OF PLANT AND MATERIAL

GC.6.01 Risk and Responsibility:

- (1) The Plant, material and equipment brought to the Site and/or the Work by the Contractor or provided to the Contractor by the County shall remain at the risk and the responsibility of the Contractor from the commencement of the Work (and all matters incidental thereto) and until the Total Completion thereof has been certified by the Contract Administrator unless otherwise specified in the Supplemental Conditions.
- (2) The Contractor shall be liable to the County for any loss of or damage to the Plant, material or equipment that is supplied or placed in the care, custody and control of the Contractor by the County for use in connection with the Contract, whether or not that loss or damage is attributable to causes beyond the Contractor's control, from the commencement of the Work (and all matters incidental thereto) and until the Total Completion thereof has been certified by the Contract Administrator.

GC.6.02 - Contractor to Keep Records:

The Contractor shall keep such records of all Plant, material and equipment supplied or placed in the care, custody and control of the Contractor by the County as the Contract Administrator may from time to time require and shall satisfy the Contract Administrator, when requested, that such material and Plant are at the place and in the condition required by the County

GC.6.03 - Material to Remain on Site:

- (1) The contractor shall not remove any Plant, material or equipment that he has brought to the Site and/or the Work and which is required to complete the Work without the prior written consent of the Contract Administrator until the Total Completion of the Work has been certified by the Contract Administrator.
- (2) Plant, material or equipment that is the property of the County shall not be taken away from the Site and/or the Work, disposed of or used except for the purposes of the Work without the prior written consent of the Contract Administrator.

GC.6.04 - Defective Material:

- (1) The Contractor shall, at his own expense, and in the manner and within the time and period specified in the written Notice from the Contract Administrator:
 - (a) remove from the Site and/or the Work any materials brought onto the Site, whether incorporated in the Work or not, which the Contract Administrator has determined to be inferior, unfit for the purpose intended, or does not comply with the requirements of the Contract Documents; and
 - (b) promptly replace such inferior or unfit material with material which is for the purpose intended and which does meet the requirements of the Contract Documents.
- (2) If the Contractor fails to remove or replace the said materials in the manner and within the time period specified in the said Notice, the County Administrator may take all steps necessary to have the said materials removed or replaced by the County's own forces or by an Other Contractor or Contractors. The cost of correcting or replacing the said materials shall be paid to the County by the Contractor immediately upon receipt of written Notice from the County setting out the amount to be so paid. In the event that the Contractor fails to make payment to the County as required hereby, the County shall deduct the amount of such payment from any payment required to be made by the County to the Contractor under this Contract. If in the opinion of the County Administrator the Contractor has received all payments due to him under the Contract and the Contractor refuses or fails to make payment immediately upon receipt of the County Administrator's written Notice as required hereby, the Surety shall make such payment

immediately upon receipt of written Notice from the County Administrator setting out the amount to be so paid.

ARTICLE VII - LEGAL RELATIONS

GC.7.01 - Laws, Notices, Permits and Fees:

- (1) The Contractor shall, at his own expense, procure permits, licenses and certificates required by law, any ordinances, rules, regulations, codes and orders of the authorities having jurisdiction for the execution of the Work, but this shall not include the obtaining of permanent easements or rights of servitude. The Contractor shall give the required Notices and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are or become in force during the performance of the Work and which relate to the Work, to the preservation of the public health, and to construction safety. Where there are two or more laws, ordinances, rules, regulations or codes applicable to the Work, the most restrictive shall apply.
- (2) The Contractor shall not be responsible for verifying that the Contract Documents are in compliance with the applicable laws, ordinances, rules, regulations, codes and orders relating to the Work. If the Contract Documents are at variance therewith, or if changes which require modifications to the Contract Documents are made to any of the laws, ordinances, rules, regulations and codes by the authorities having jurisdiction subsequent to the date of Bid closing, any resulting change in the cost shall constitute a corresponding change in the contract price. The Contractor shall notify the Contract Administrator in writing requesting direction immediately if any such variance or change is observed by the Contractor.
- (3) If the Contractor fails to notify the Contract Administrator in writing to obtain direction and performs any Work knowing it to be contrary to any laws, ordinances, rules, regulations, codes, and orders of any authority having jurisdiction, the Contractor shall be responsible for and shall correct any violations thereof and shall bear all costs, expenses and damages attributable to his failure to comply with the provisions of such laws, ordinances, rules, regulations, codes and orders.

GC.7.02 - Patents and Royalties:

- (1) If the Contract requires or the Contractor desires the use of any design, device, material or process covered by letters patent or copyright, trade mark or trade name, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of the said agreement shall be filed with the County upon request.
- (2) The Contractor shall indemnify and save harmless the County from any and all claims for infringement by reason of the use of any such patent, design, device, material or process, or any trade mark or trade name or copyright in connection with the Work agreed to be performed under the Contract, and shall indemnify the County in respect of any costs, expenses and damages which it may be obliged to pay including solicitor's fees and other legal expenses incidental to litigation by reason of a claim for any such infringement at any time during the prosecution or after the Total Performance of the Work.
- (3) If the County or the Contractor is served with a claim or Notice of an infringement or alleged infringement of any patent, design, device, material or process, or any trade mark, trade name or copyright, the party so served shall immediately inform the other party with Notice in the manner provided herein.
- (4) If the County or the Contractor is prevented by injunction from using any patent, design, device, material or process, or any trade mark, trade name or copyright, the Contractor shall, at his own cost, substitute an equally suitable product, part or method of carrying out the Work, all subject to the prior written approval of the Contract Administrator.

GC.7.03 Contractor's Risk:

- (1) The Work shall remain at the risk and the responsibility of the Contractor from the commencement of the Work (and all matters incidental thereto) and until the Substantial Completion thereof has been certified by the Contract Administrator.
- (2) The Work not completed as of the date of Substantial Completion shall remain at the risk and responsibility of the Contractor until the Total Completion of the Work has been certified by the Contract Administrator.
- (3) The Contractor shall, at his own cost, be required to maintain the Work, make good all damage thereto and imperfections therein and to deliver the completed work to the County in accordance with the provisions of the Contract.

GC.7.04 - Indemnity:

- (1) The Contractor covenants to save harmless and indemnify the County against all actions and proceedings, costs, damages, expenses including attorney's fees, claims and demands whatsoever committed by the Contractor, his Sub-contractor, employees or agents and by whomsoever brought by reason of the performance of the said Work including but not limited to:
 - (a) accidental injury (including death) to any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
 - (b) damage to any property owned in whole or in part by the County or which the County by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
 - (c) trespass or damage to private property or properties owned by person other than the County;
 - (d) failure to pay and obtain a discharge of a Notice of Claim for Lien or notice of bond claim served upon the County in accordance with the requirements of Title 43 of the Code of Virginia; non-payment of a Worker's Compensation assessment, Unemployment, Insurance, Federal or State Tax, and for encroachments owing to errors in the Contractor's survey;
 - (e) inaccuracies in any information provided to the County by the Contractor.
- (2) The County has the right, acting reasonably and upon Notice to the Contractor, to settle any such action, proceedings, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement or which may be adjudged due to the County by the County Administrator.
- (3) The Contractor shall pay to the County the value of all legal fees and disbursements required to defend the County against any such claim, action, proceeding, claim or demand arising out of the Contract notwithstanding that the defense of the said action, proceeding, claim or demand was undertaken on behalf of the County by a salaried employee of the County.
- (4) The Contractor shall pay to the County all costs taxed against the Contractor in any litigation between the Contractor and the County arising out of this Contract.
- (5) If the Contractor fails to make any payment required to be made to the County hereunder, the County shall be entitled to deduct the amount of such payment from any payment required to be

made by the County to the Contractor under this Contract or take whatever other remedies against the Contractor that the County may have at law.

GC.7.05 - Rights and Remedies:

- (1) The duties and obligations imposed upon the Contractor by the Contract Documents and the rights and remedies available to the County hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed upon the Contractor or available to the County at law or in equity.
- (2) No acceptance of Work or payment of money and no failure on the part of the County to enforce compliance by the Contractor with any term of this Contract and no other act or omission whatever on the part of the County, and no act or omission of the County Administrator or Board of Supervisors or of any officer or employee of the County shall be taken as a waiver of any of the provisions of this Contract, it being understood that any provision hereof may only be waived by express waiver in writing authorized by the proper officers of the County. No express waiver of any provision shall impliedly waive any other provision.

GC.7.06 - Notices:

- (1) Except as provided in GC.5.02(5) hereof, all notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract shall be in writing and shall be delivered personally or mailed by registered mail, postage pre-paid, to the County at the address set out in the Supplemental Conditions and to the Contractor at the address set out in the Proposal; or at such other address or addresses as the party to whom such notice, consent, approval, statement, authorization, document or other communication is to be given may designate by Notice in writing so given to the other party hereto as provided herein.
- (2) Any notice, consent, approval, statement, authorization, document or other communication given as provided herein shall:
 - (a) in the case of personal delivery, be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery; and
 - (b) in the case of delivery by registered mail, be deemed to have been received on the second business day on which mail is delivered following the date of mailing. In the event of a postal dispute or threat of a postal dispute, all notices required to be given hereunder shall be personally delivered.

GC.7.07 - Independent Contractor:

The County and the Contractor acknowledge and agree that the Contractor is an independent contractor and neither the Contractor, nor any officer, servant or agent of the Contractor, shall be deemed to be an employee, agent, representative or servant of the County.

ARTICLE VIII - PROSECUTION AND PROGRESS

GC.8.01 - Schedule:

- (1) The Contractor shall, immediately after the award of the Contract, prepare and submit for the Contract Administrator's approval, a Schedule of activities for the work confirming the

commencement date, the completion date, which date shall be no later than the date specified in the Proposal required to complete the various phases or parts of the Work, in relation to both the Contract Time stated in the Contract Document and the Schedule of Work submitted by the Contractor in his proposal unless otherwise specified in the Supplemental Conditions. The Contractor shall provide any additional details required by the Contract Administrator. After approval has been given, the Schedule shall not be changed by the Contractor without the prior written consent of the Contract Administrator.

- (2) The County reserves the right to withhold payment from the Contractor if:
 - (a) such Schedule has not been submitted or has not received the approval of the Contract Administrator prior to or with the first application for payment; or
 - (b) a revised Schedule has not been submitted or has not received the approval of the Contract Administrator prior to the first application for payment or any subsequent application for payment in the event of a change in the aforementioned Schedule; or
 - (c) a revised Schedule has not been submitted or has not received the approval of the Contract Administrator after an extension of time has been granted.
- (3) The Contractor shall comply with the approved Schedule and shall bear all costs to meet the Schedule. If the progress of the Work falls behind the most recent Schedule or is delayed for any reason other than one for which extra time is provided for in GC.8.06 - Delay in Completing Contract, the Contractor shall immediately adopt such measures including but not limited to engaging such additional labor and equipment, and work such additional hours as the Contract Administrator may order to bring the Work back on schedule, at the Contractor's expense.
- (4) If at any time the Contractor has been granted additional time under the provisions of GC.8.06 - Delay in Completing Contract or GC.4.05 - Changes in the Work: County, he shall forthwith submit a revised Schedule for the Contract Administrator's approval.

GC.8.02 - Contract Administrator May Order Better and More Plant and Labor:

- (1) If at any time the Contractor's methods or Plant or the quality or quantity of labor employed or materials furnished be such, in the opinion of the Contract Administrator, that there is likelihood that the Work will not be constructed satisfactorily, or if progress will not be maintained to the extent guaranteed in the latest approved Schedule, then in every such case, the Contract Administrator may in writing order the Contractor so to alter and improve his methods, to increase or improve his Plant to employ additional or more qualified workmen, or otherwise to conform with the Contract as the Contract Administrator may deem fit and the Contractor shall within forty-eight (48) hours comply or take steps to comply with the requirements of the Contract Administrator in these respects, without in any way relieving the Contractor from his responsibilities under GC.5.02.
- (2) In, in the opinion of the Contract Administrator, the Contractor has not complied sufficiently with the immediately preceding sub-clause, the Contract Administrator may arrange, after the expiration of the forty-eight (48) hour period referred to in GC.8.02(1), for better and more Plant through other sources and the Contractor shall reimburse the County for the cost thereof immediately upon receipt of written Notice from the County Administrator setting out the amount to be so paid. In the event that the Contractor fails to make payment to the County as required hereby, the County shall deduct the amount of such payment from any payment required to be made by the County to the Contractor under this Contract. If, in the opinion of the County Administrator, the Contractor has received all payments due to him under the Contract and the Contractor refuses or fails to make payment immediately upon receipt of the County Administrator's written Notice as required hereby, the Surety shall make such payment

immediately upon receipt of written Notice from the County Administrator setting out the amount to be so paid.

GC.8.03 - The County's Right to Suspend Work:

- (1) The County Administrator has the right and may, by an order in writing, at any time stop or suspend all or any part of the Work, or direct any portion to be commenced or completed in priority to any other part or portion, or may cancel the order to proceed with the Work, or with any part thereof, and the Contractor shall not thereby be entitled to any claim for loss of profit, or anticipated profit, or for damages or for any additional payment except as allowed under GC.8.03(3) by reason of such order.
- (2) Whenever in the opinion of the County Administrator for any reason it is deemed advisable to suspend the Work, or any part thereof, the Contractor shall, on notice from the County Administrator, forthwith place the Work and secure the Site and any existing facilities thereon in a proper and satisfactory condition for the safe accommodation of the public, and for the effectual protection of the Site and any existing facilities and the Work against damage from the weather, vandalism or other causes, and shall so maintain it.
- (3) In the event of such right being exercised to cause any delay to the Contractor, then an extension of time to be fixed by the County Administrator shall be allowed for the completion of the Contract, and the County shall pay to the Contractor all reasonable expenses arising from such suspension of the Work, unless such suspension be due to default on the part of the Contractor, subcontractor or supplier. The Contractor shall furnish the County Administrator with proper vouchers for all items upon which a claim is made under this Clause, and the County Administrator's decision as to such expenses shall be final and binding upon both the County and the Contractor.
- (4) No such suspension shall vitiate this Contract or any part thereof, and at any time after such Work has been suspended, such Work may again be resumed in whole or in part at the option of the County Administrator and upon the Contractor receiving written Notice from the County Administrator that such Work or any part thereof is to be resumed he shall at once resume Work and diligently carry on the same.

GC.8.04 - Forfeiture of Contract:

- (1) The County Administrator shall have the full right and power to take the whole of the Work or any part or parts thereof, out of the hands of the Contractor, without process or action at law, upon giving the Contractor written Notice, a copy of which Notice shall be given to the Surety, or the Virginia agent of the latter, in the event that the Contractor:
 - (a) abandons the Work; or
 - (b) is adjudged bankrupt or insolvent; or
 - (c) makes a general assignment for the benefit of his creditors; or
 - (d) should have a receiver or liquidator appointed in respect of his assets; or
 - (e) is in the judgment of the County Administrator not executing or has not executed the Work, or any part thereof, in a sound and workmanlike manner and to his satisfaction and in all respects in strict conformity with the Contract; or

- (f) in the judgment of the County Administrator is not progressing with the Work or any part thereof continuously and in such a manner as to ensure the proper completion of the Work or any part thereof, within the time stipulated; or
 - (g) refuses or neglects forthwith, when so ordered, to conduct the Work so as to ensure its completion, in the opinion of the County Administrator within the time stipulated; or
 - (h) has not completed the Work within the time required; or
 - (i) refuses or neglects to take down, rebuild, repair, alter or amend any defective or unsatisfactory Work, or to remove any condemned material or workmanship, or to comply with any reasonable order in connection therewith which he may receive from the County Administrator; or
 - (j) fails to make prompt payment to his Sub-contractor or for the purchase or rental of material or Plant; or
 - (k) fails to promptly secure discharge of a lien claim, served upon the County, pursuant to Title 43 of the Code of Virginia within Thirty (30) Calendar Days after receipt of written Notice of the claim from the County Administrator; or
 - (l) disregards any laws, by-laws, and statutory regulations; or
 - (m) commits any other material breach of this Contract which in the opinion of the County Administrator indicates an unwillingness or inability upon the part of the Contractor to carry out the terms thereof.
- (2) Upon such Notice being given to the Contractor, he shall immediately discontinue the Work or any part or parts thereof specified in the said Notice.
- (3) The Surety may, at its option, assume this Contract in respect of the whole of the Work, or the portion thereof specified in the Notice on which the County Administrator has ordered the Contractor to discontinue the Work, as the case may be, and proceed to perform same, and may with the written consent of the County Administrator sublet the Work or portion of the Work so taken over; provided, however, that the Surety shall exercise its option, if at all, within Fourteen (14) Calendar Days after written notice to discontinue the Work has been served upon the Contractor and a copy of same upon the Surety or the Virginia agent of the latter.
- (4) The Surety in such event shall take the Contractor's place in all respects, shall be bound by all terms and conditions of the Contract Documents and shall be paid by the County in accordance with the terms of the Contract for all Work performed by it.
- (5) In case the Surety does not within Fourteen (14) Calendar Days exercise its right and option to assume the Contract as aforesaid or in the event that there is no Surety, then the County shall have the power to complete by contract or otherwise as it may determine, the Work herein before referred to or such portion of it as the County may deem necessary, and the Contractor agrees that the County shall have the right to take possession of and use any of the materials, Plant, supplies and property of every kind provided by the Contractor for the purpose of the Work and to procure other Plant and materials for the completion of the same. The County shall not be required to obtain the lowest price for the Work taken over from the Contractor.
- (6) In case the cost to the County, as certified by the County Administrator, of completing the Work or portion thereof as aforesaid, be less than the amount to which the Contractor would have been entitled under the Contract for so doing, the Contractor shall have no claims in respect thereof against the County, but if such certified cost of the Work performed by the County is more than the amount to which the Contractor would have been entitled under the Contract for the same Work, then the County shall have a claim against the Contractor for all additional costs of the

Work which have been incurred by the County in addition to the amount of any liquidated damages that the County is entitled to hereunder from the date fixed for the Total Completion of the work set forth in the Contract Documents and the Contractor shall pay the amount of such additional cost of the Work together with liquidated damages as provided for herein to the County upon Notice from the County Administrator setting out the amount so due. When any particular part of the Work is being carried on by the County, by contract or otherwise, under the provisions of this Clause, the Contractor~~or~~ shall continue the remainder of the Work in conformity with the terms and conditions of this Contract, and in such manner as in no way to hinder or interfere with the persons, Other Contractor, Contractors, or workmen employed by the County.

GC.8.05 - Effect of Taking the Work out of the Contractor's Control:

- (1) The taking of the Work or any part thereof out of the Contractor's control pursuant to GC.8.04 shall not relieve or discharge the Contractor from any obligation under the Contract or imposed upon him by law except the obligation to complete the performance of that part of the Work that was taken out of the Contractor's control.
- (2) If the Work or any part thereof is taken out of the Contractor's control pursuant to GC.8.04, all Plant and material and the interest of the Contractor on all licenses, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the County without compensation to the Contractor.
- (3) When the Contract Administrator certifies that any Plant, material, or any interest of the Contractor referred to in GC.8.05(1) above is no longer required for the purpose of the Work, or that it is not in the best interest of the County to retain that Plant, material, or interest, it shall revert to the Contractor.

GC.8.06 Delay in Completing Contract:

- (1) Time shall be deemed to be of the essence for this Contract.
- (2) The Contractor shall be required to complete the Work in accordance with the Contract Documents and to the satisfaction of the Contract Administrator by the day fixed for the Total Completion of the Work in the Contract Documents.
- (3) Unless otherwise specified in the Supplemental Conditions, should the Contractor fail to complete the Work in accordance with the Contract Documents and to the satisfaction of the Contract Administrator by the day fixed for the Substantial Completion of the Work in the Contract Documents, the Contractor, subject to GC.8.05 hereof, shall pay the sum stipulated in the Supplemental Conditions as liquidated damages for each and every Working Day following that day fixed for the Substantial Completion of the Work in the Contract Documents and ending on the day immediately preceding the day that Substantial Completion of the Work has been achieved and is so certified by the Contract Administrator.
- (4) Should the Contractor be delayed in the completion of the Work by reason of strikes, lock-outs (including lock-outs decreed by a recognized contractor's association for its members of which the Contractor is a member), an act of God, or any other cause which the Contractor satisfies the County Administrator to be totally beyond his control, or any cause within the Contractor's control which the County Administrator has determined justified the delay, then the time for completion shall be extended for a period of time equal to the time lost due to such delays.
- (5) No extension for delay shall be approved unless a written Notice of the claim is received by the Contract Administrator from the Contractor within Seven (7) Calendar Days of the date on which the cause of delay arose.

- (6) Any Notice or claim for extension must state the cause of delay and the length of extension requested.
- (7) In the case of a continuing cause of delay, only one claim for an extension shall be necessary.

G.C.8.07 – Contractor's Right to Stop Work or Terminate the Contract:

If the work should be stopped under an order of any court or other public authority for a period of ninety (90) days through no fault of the Contractor or of anyone employed by him, or if the County should fail to pay to the Contractor within forty-five (45) days any sum certified by the Contract Administrator when no dispute exists as to the sum certified, then the Contractor may, upon ten (10) calendar days written notice to the County Board of Supervisors and the Contract Administrator, stop work or terminate the Contract and recover from the County payment for the cost of the Work actually performed, together with overhead and profit thereon, but profit shall be recovered only to the extent that the Contractor can demonstrate that he would have had profit on the entire Contract if he had completed the Work. The Contractor may not receive profit or any other type of compensation for parts of the work not performed. The contractor may recover the cost of physically closing down the job site, but no other costs of termination. The County may offset any claims it may have against the Contractor against the amounts due to the Contractor. In no event shall termination of the Contract by the Contractor terminate the obligations of the Contractor's surety on its payment and performance bonds.

ARTICLE IX - MEASUREMENT AND PAYMENT

GC.9.01 - Contract Prices:

The Contract Price to be paid by the County to the Contractor shall be the sums certified by the County Administrator in the interim and final Progress Estimates; such sums to be ascertained and determined by the Contract Administrator as follows:

- (a) For Unit Price Contracts, upon the basis of the unit prices for the various classes of the Work included in the Schedule of Prices. These unit prices are gross prices including duty, freight, cartage, Local, State and Federal Taxes, if any, and all charges governmental or otherwise paid and including profit and all compensation which shall be due to the Contractor for supplying labor, materials, Plant and supervision, not only for the classifications expressly specified but for those which have been omitted such as the construction of drains, construction and removal of false work, backfilling excavations, drilling test holes, clearing the Site and all details necessarily connected with the completion of the Work and all risks and contingencies connected therewith. The total amount to be paid to the Contractor for the Work described in the Contract will be the amount arrived at by measuring the net amount of each class of the Work listed in the Schedule of Prices, and pricing the same, in accordance with the unit prices therein.
- (b) For Lump Sum Contracts, upon the basis of the lump sum price included in the Schedule of Prices. The lump sum price shall be a gross price including duty, freight, cartage, Local, State and Federal taxes, if any, and all charges governmental or otherwise paid and including profit and all compensation which shall be due to the Contractor for supplying labor, materials, Plant and supervision, not only for the classifications expressly specified but for those which have been omitted such as the construction of drains, construction and removal of false work, backfilling excavations, drilling test holes, clearing the Site and all details necessarily connected with the completion of the Work and all risks and contingencies connected therewith.

GC.9.02 - Increased or Decreased Costs:

- (1) The Contract Price shall not be increased or decreased by reason of any increase or decrease in the cost of the Work to the Contractor which arises as a result of an increase or decrease in the cost of labor, Plant, material or otherwise unless expressly provided for therein.

- (2) Notwithstanding GC.9.02(1) and subject to GC.9.02(4), the Contract Price shall be adjusted in the manner provided in Article IV - Scope of Work, if any change in a tax imposed under Local, State or Federal law
 - (a) occurs after the Time and Date set for Final receipt of bids;
 - (b) applied to material; and
 - (c) affects the cost to the Contractor the Contractor which arises as a result of an increase or decrease in the cost of labor, Plant, material or otherwise unless expressly provided for therein.
- (2) Notwithstanding GC.9.02(1) and subject to GC.9.02(4), the Contract Price shall be adjusted in the manner provided in Article IV - Scope of Work, if any change in a tax imposed under Local, State or Federal law
 - (a) occurs after the Time and Date set for Final receipt of bids;
 - (b) applied to material; and
 - (c) affects the cost to the Contractor either the appropriate Federal or State agency before that date, the change shall be deemed to have occurred before the Time and Date Set for Final Receipt of bids and the Contractor shall not be entitled to an increase in the Contract Price.

GC.9.03 - Measurement and Payment (Construction):

- (1) By the Fourteenth (14th) Calendar Day after the end of any month, or as soon thereafter as possible, the Contract Administrator shall, subject to receiving all necessary information from the Contractor, make and deliver to the County Administrator a monthly or Final Progress Estimate certified by the Contract Administrator and signed by the Contractor setting out the quantity and value of the Work performed during the preceding month. The signature of the County Administrator thereon will make such Progress Estimate valid for payment.
- (2) By the Seventh (7th) Calendar Day after the end of any month following the month during which authorized Extra Work shall have been completed and before the Contract Administrator completes the Progress Estimate for that month, the Contractor shall furnish to the Contract Administrator a statement signed by the Contractor which shall set forth accurately all of the authorized Extra Work completed during that month and the amount claimed therefor in accordance with the valuation method set out in GC.4.07. Subject to GC.9.03(4), every such statement certified by the Contract Administrator shall be final and binding upon the Contractor.
- (3) With regard to the work specified in the Contract, a monthly Progress Estimate is not to be taken as an accurate setting forth of the state of the Work. With regard to any claim for payment for Extra Work, it is the intention that any such claim, whether consisting of labor performed or of material delivered or of both, shall be entirely included in the Progress Estimate for the month following the month during which such Work was performed.
- (4) Should the Contractor have reason to claim that an error has been made in the monthly or Final Progress Estimate or more particularly in the measurement and payment for Extra Work by the Contract Administrator, the Contractor shall notify the County Administrator in writing of his contention with respect thereto within Seven (7) Calendar Days of receiving the Progress Estimate, and request a determination thereon from the County Administrator. The Contractor shall be paid the amount certified by the Contract Administrator until a determination has been made by the County Administrator hereunder or in accordance with GC.9.06 hereof.

- (5) If the Contractor fails to so appeal to the County Administrator for a determination within Seven (7) Calendar Days of receiving the Progress Estimate, the Contractor shall be deemed to have waived any said claim. Oral appeals or oral protests shall not amount to substantial compliance with any of the provisions of this Article.
- (6) If the Contractor disagrees with the determination of the County Administrator, he must, within Seven (7) Calendar Days after receiving Notice of the County Administrator's determination, notify the Board of Supervisors in writing of his contention with respect thereto and request that the dispute be referred to Arbitration in accordance with GC.11.01.
- (7) In the case of the Contractor's neglect or failure to observe fully and faithfully the above conditions, he shall forfeit all right to any claim for additional payment therefor over and above that approved by the Contract Administrator which the Contractor otherwise might have had, and shall not make any claim in respect thereof, and if made, the County may reject the same as invalid and he shall not have any right of recovery in respect hereof, at law or otherwise.
- (8) It is intended in all matters referred to above that both the Contract Administrator and Contractor shall act promptly.
- (9) In accordance with the rules of procedure adopted by the Board of Supervisors from time to time, any payment made by the County to the Contractor on account of a Progress Estimate shall be less any deduction required to be made by Title 43 of the Code of Virginia, and such other deductions as are authorized by the Contract.
- (10) Any payment made by the County to the Contractor on account of a Progress Estimate shall be less a Five Percent (5%) retainage to assure faithful performance of the Work required under the Contract. All amounts retained under this provision shall be included in the Final Payment upon Total Performance made pursuant to GC.9.07.
- (11) All the foregoing information shall be furnished by the Contractor on behalf of himself and all Sub-Contractors before payment shall be made by the County. The County may make payment to such persons as shall be entitled thereto for any or all amounts for which the Contractor or any Sub-Contractor is shown to be indebted or liable to pay in respect of labor, services, or materials furnished on the Work. Payment of such amounts shall discharge the County's liability to the Contractor to the same extent as payment directly to him.
- (12) Payment of monthly Progress Estimates or the Final Progress Estimate by the County to the Contractor shall not be transferable or assignable in any way as a debt or liability of the County to the Contractor.

GC.9.04 - Measurement and Payment: (Product, Supply and Installation)

- (1) Notwithstanding the provisions of GC.9.03 for contracts which include the supply and installation of a product including but not limited to equipment, pumps, pipes, cable, structural components, etc., payment for such product shall be governed by the payment schedule set out in the Supplemental Conditions. Such payment shall only be made upon title to the product being transferred to the County. Such payments shall not be transferable or assignable in any way as a debt or liability of the County to the Contractor.
- (2) Any Extra Work to be performed in connection with the supply and installation of any product requires the prior written approval of the Contract Administrator in accordance with Article IV hereof. Such Extra Work will be valued in accordance with the provision of GC.4.07.

GC.9.05 - Payment of Sub-Contractors.

- (1) Contractor is hereby obligated:

- (a) To pay the Sub-Contractor(s) within Seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of payment received for work performed by the Sub-Contractor(s) under the contract; or
- (b) To notify the County and the Sub-Contractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- (2) The Contractor is obligated to pay the Sub-Contractor(s) interest at a rate of One (1) Percent per month (unless otherwise provided under the terms and conditions of the contract) on all amounts owed by the Contractor that remain unpaid Seven (7) Days following receipt of payment from the County, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a Sub-Contractor shall not be construed to be an obligation for the County.

GC.9.06 - Payment Withheld:

- (1) The County Administrator may withhold or retain the whole or part of any Progress Estimate to the extent necessary to protect the County from loss on account of one (1) or more of the following in the event that the Contractor:
 - (a) abandons the Work; or
 - (b) is adjudged bankrupt or insolvent; or
 - (c) makes a general assignment for the benefit of his creditors;
 - (d) should a receiver or liquidator be appointed in respect of his assets; or
 - (e) is in the judgment of the County Administrator not executing or has not been executing the Work, or any part thereof, in a sound and workmanlike manner and to his satisfaction and in all respects in strict conformity with the Contract; or
 - (f) in the judgment of the County Administrator, is not progressing continuously with the Work or any part thereof and in such a manner as to ensure the proper completion of the Work or any part thereof, within the time stipulated; or
 - (g) refuses or neglects forthwith, when so ordered, to conduct the Work so as to ensure its completion, in the opinion of the County Administrator within the time stipulated; or
 - (h) has not completed the work within the time required; or
 - (i) refuses or neglects to take down, rebuild, repair, alter or amend any defective or unsatisfactory Work, or to remove any condemned material or workmanship, or to comply with any reasonable order in connection therewith which he may receive from the County Administrator; or
 - (j) fails to make prompt payment to his Sub-Contractors, his employees or on account of the purchase or rental of material or Plant in accordance with GC.9.05; or
 - (k) fails to promptly secure a discharge of a lien or trust claim served upon the County pursuant to Title 43 of the Code of Virginia; or
 - (l) disregards any laws, by-laws and statutory regulations; or

- (m) fails to sign either a monthly Progress Estimate or the Final Progress Estimate as required under GC.9.03(1); or
 - (n) fails to employ or keep a competent Supervisor and necessary assistant on the Work or to replace the Supervisor as required by GC.5.01(4); or
 - (o) fails to comply with the provisions of GC.8.01(2); or
 - (p) commits any other material breach of this Contract which in the opinion of the County Administrator indicates an unwillingness or inability upon the part of the Contractor to carry out the terms thereof.
- (2) Where the Contract Administrator deems it necessary to correct any portion of the Work, the County Administrator may deduct the difference in value between the Work done and that called for by the Contract from the Contract Price, said amount to be determined by the Contract Administrator.
 - (3) The County Administrator will give the Contractor notice of withholding payment under the provisions of this General Condition within Twenty (20) Days of receipt of any Monthly or Final Progress Estimate.

GC.9.07 - Waiver of Claims:

Subject to GC.9.03(4), acceptance by the Contractor of payment of the Final Progress Estimate shall constitute a waiver and release by him of all claims against the County whether for payment for Work done, damages or otherwise arising out of the Contract.

GC.9.08 - Final Payment:

- (1) Payment of the Final Progress Estimate, including any retainage withheld pursuant to General Condition GC.9.03(10) shall be subject to all conditions herein before set forth with regard to the payment of Monthly Progress Estimates and upon compliance with the following additional conditions:
 - (a) completion of inspection and issue of a Certificate of Total Completion of the Work by the Contract Administrator;
 - (b) production of a certificate from the Workers Compensation Board stating that full payment has been made to the Board with respect to all assessments owing;
 - (c) Submission of release or waiver of lien forms from the Contractor and all Sub-Contractors performing Work under this Contract in a form acceptable to the Contract Administrator
- (2) Payment on account of the Final Progress Estimate, including the holdback made by the County in compliance with Title 43 of the Code of Virginia shall be paid to the Contractor when the time for filing liens or trust claims has elapsed, unless the County is in receipt of a lien claim.
- (3) Payment of the Final Progress Estimate shall not be made by the County until all claims against the Contractor or any Sub-Contractor for wages, the purchase of material or rental of Plant, work or services performed for the Contractor or for damages, or howsoever otherwise arising out of or in connection with the Work shall have been paid, vacated or discharged.
- (4) Neither the issue of a Certificate of Completion or payment of the Final Progress Estimate shall relieve the Contractor from his responsibility either under Article X hereof or as a result of any breach of this Contract including but not limited to faulty or defective Work appearing after Total Completion, failure of the Work to comply with the Contract Documents or the requirement to

comply with the terms of any special guarantees set out in the Supplemental Conditions, nor shall it conclude or prejudice any of the powers of the Contract Administrator or the County Administrator.

GC.9.09 - Cost Records:

- (1) The Contractor, at his sole cost and expense, shall provide the Contract Administrator, when a valuation is required pursuant to GC.4.07, GC.4.08 or GC.9.02, with every facility for the compilation of cost records, and when required, as aforesaid, shall supply all data necessary for such purpose from payrolls, time books, invoices, and all other sources from which the Commissioner may find it necessary to obtain information.
- (2) The Contractor, at his sole cost and expense, shall, when a valuation is required pursuant to GC.4.07 or GC.4.08, furnish the Contract Administrator with correct statements of number, name, rate and time for each of the person, and identifying description, rate and time for each of the trucks and other equipment, employed or used by him, including expenses for maintenance and operation.
- (3) The Contractor, at his sole cost and expense, shall provide to the Contract Administrator, when a valuation is required pursuant to GC.4.07, GC.4.08, or GC.9.02, all such information and evidence, including all necessary mathematical calculations of holdback and interest, as shall be reasonably necessary to ensure full and accurate compliance by the County with the requirements of Title 43 of the Code of Virginia with regard to the disbursement of holdback monies, and shall save harmless and keep indemnified the County against all claims and demands which may be made against it for losses, damages, or expenses of any kind whatsoever, resulting from inaccuracies in the said information or in payments made pursuant thereto inclusive of the value of all legal services and disbursements required to defend such a claim without having regard to the fact that legal services have been performed by a salaried employee of the County.

GC.9.10 - Performance and Payment Bonds

- (1) The Contractor shall deliver the following bonds or security to the Procurement Division which shall become binding on the parties upon the execution of the contract:
 - (a) A performance bond in form satisfactory to the County, executed by a surety company acceptable to the County and authorized to do business in Virginia or otherwise secured in a manner satisfactory to the County, for the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract. The bond shall be in an amount equal to 100% of the price specified in the contract; and
 - (b) A Labor and Material payment bond in form satisfactory to the County, executed by a surety company acceptable to the County authorized to do business in Virginia or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its Sub-contractors for the performance of the work provided for in the contract. Labor and materials shall include public utility services and reasonable rentals of equipment, but only for the periods when the equipment rented is actually used at the site. The bond shall be in an amount equal to 100% of the price specified in the contract; and
 - (c) A Prime Contractor shall not be precluded from requiring each Sub-contractor to furnish a payment bond with surety thereon in an amount equal to 100% of the contract with such Sub-contractor.
- (2) No action against the surety on a performance bond shall be brought unless within one year after completion of the contract, including the expiration of all warranties and guarantees, or

discovery of the defect or breach of warranty, if the action be for such or such longer period of time as may be provided by the bond. Every person who has furnished labor or material to the Contractor or its Sub-contractors for the work provided in the contract in respect of which a payment bond is furnished, and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the day on which the last of the labor was done or performed by such person or material was furnished or supplied by such person for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute said action to final judgment for the sum or sums justly due such person; provided, however, that any person having a direct contractual relationship with a Sub-contractor of the Contractor, but no contractual relationship express or implied with the Contractor furnishing said payment bond, shall have a right of action upon the payment bond upon giving written notice to the contractor within 180 days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material upon which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or supplied or for whom the labor was done or performed. Such notice shall be personally served or served by mailing by registered or certified mail, postage prepaid, in any envelope addressed to the Contractor at any place the Contractor maintains an office or conducts its business. Every suite instituted upon a performance and payment bond shall be brought in a court of competent jurisdiction for the County in which the construction contract was to be performed, but no such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material was supplied by the person bringing suit. The obligee named in the bond need not be joined as a party in any such suit.

(3) In lieu of a payment or performance bond, the Contractor may furnish a certified check or cash escrow in the face amount required for the bond. The Contractor may furnish a letter of credit in a form acceptable to the County and from a bank or savings and loan institution acceptable to the County. Alternative forms of security provided under this subsection must afford the same protection to the County as equivalent to the corporate surety bond.

GC.9.11 - Intentionally left blank

ARTICLE X - WARRANTY

GC.10.01 - Warranty:

- (1) The Contractor, unless specifically stated otherwise in the Contract Documents, shall, at his sole cost and expense, maintain the Work against any and all defects or deficiencies or otherwise which may arise for a period of one (1) year from the date of the Certificate of Total Completion.
- (2) Upon receipt of written Notice from the County Administrator, the Contractor shall, at his sole cost and expense, remedy any defect or deficiency or otherwise identified by the County Administrator, within the one (1) year period as aforementioned, in the manner and within the time periods specified in the said Notice. A copy of the said Notice shall be given to the Surety or its Virginia agent.
- (3) The Contractor shall also, at his sole cost and expense, remedy any and all damage that may arise or result from the defect, deficiency or otherwise referred to in the said Notice or as a result of the correction of same.
- (4) If the Contractor fails for any reason whatsoever to remedy the defects or deficiencies or otherwise in the manner and within the time periods specified in the said Notice, the County Administrator may take all steps necessary to have the defects, deficiencies or otherwise remedied either by the County's own forces or by another contractor or contractors. The cost of such remedial work shall be paid to the County by the Contractor within Seven (7) Calendar Days of receipt of written Notice from the County Administrator to the Contractor setting out the amount

to be paid. In the event that the Contractor fails to make payment to the County as required hereunder, the Surety shall make such payment to the County within Seven (7) Calendar Days of receipt of written Notice from the County Administrator setting out the amount to be paid.

- (5) Notwithstanding the generality of the foregoing,
 - (a) in any case where repairs must be made immediately, by reason of an emergency existing or otherwise, the County shall have the right to undertake such repairs and charge the cost of making such repairs to the Contractor, except that the County Administrator shall immediately notify the Contractor and shall withdraw its forces as soon as the Contractor's forces assume performance of the repair.
 - (b) all costs resulting from the need to undertake remedial work during the warranty period as aforesaid, whether by the Contractor, his Sub-contractor, or by the County, as provided herein, shall be borne by the Contractor. In addition, the Contractor shall be liable to the County for all expenses, losses or damages incurred by the County as a result of such defects, deficiencies or otherwise referred to herein or as a result of the Contractor's failure to meet the warranty requirements specified herein, including, but without limiting the generality hereof, all costs of engineering, inspecting and testing.
- (6) Notwithstanding the provisions of this Article, if any statute in force in the Commonwealth of Virginia or in the jurisdiction where the material was manufactured or if a manufacturer's warranty extends beyond the warranty period specified in these Contract Documents, then the provisions of such statute or manufacturer's warranty shall apply.
- (7) In the event that the Contractor can prove, following completion and payment for the remedial work, that the defect, deficiency or otherwise was attributable to a design defect, deficiency or otherwise or resulted from third party damage not attributable to the Contractor or his Sub-contractors, the County shall promptly reimburse the Contractor for the cost of undertaking such remedial work. If the Contractor fails for any reason whatsoever to remedy the defect, deficiency or otherwise in the manner and within the time limit specified in GC.10.01(2), the Contractor shall not be entitled to repayment of the monies that he is required to pay to the County under GC.10.01(4) if the Contractor is later able to establish that the defect, deficiency or otherwise was due to a design defect, deficiency or otherwise or resulted from third party damage not attributable to the Contractor or his Sub-contractors.
- (8) Where, because of adverse weather or other conditions reasonably beyond the control of the Contractor, a component of the Work cannot be completed but that component does not prevent the balance of the Work from being put to its intended use, the County Administrator may permit the warranty period to commence prior to the Total Performance of the Contract in the manner set out in the Supplemental Conditions.

GC.10.02 - Acceptance of the Work:

- (1) The Contract Administrator shall issue a Certificate of Acceptance of the Work following the expiration of the warranty period upon:
 - (a) the satisfactory performance of the Work during the warranty period;
 - (b) the Contractor remedying all defects, deficiencies or otherwise identified by the County Administrator during the warranty period in the manner prescribed herein and to the satisfaction of the County Administrator.
 - (c) the successful conclusion of tests required by the County immediately preceding the conclusion of the warranty period.

- (2) No certificate other than the Certificate of Acceptance shall:
 - (a) be deemed to constitute acceptance of the Work or any part or parts thereof; or
 - (b) be taken as an acceptance of:
 - i) the due performance of any or all of the Contract; or
 - ii) the accuracy of any claim or demand by the Contractor; or
 - iii) additional or varied work having been ordered by the County.
- (3) The Certificate of Acceptance shall not, however, relieve the Contractor from his responsibilities as a result of any breach of this Contract by the Contractor, including, but not limited to, faulty or defective work appearing after the Certificate of Acceptance has been issued, failure of the Work to comply with the Contract Documents, or the requirement to comply with the terms of any special guarantees set out in the Supplemental Conditions.

ARTICLE XI - BIDDER/CONTRACTOR REMEDIES

GC.11.01 – Protest of Award or Decision to Award:

Any Bidder who desires to protest the award or decision to award a contract by Fauquier County, shall submit such protest in writing to the County Administrator no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected Bidder is not a responsible Bidder. The written protest shall include the basis for the protest and the relief sought. The County Administrator shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the Bidder appeals within ten (10) days of the written decision by instituting legal action as provided in Section 7.8 C of the Procurement Policy. Nothing in this paragraph shall be construed to permit a Bidder to challenge the validity of the terms or conditions of the solicitation.

GC.11.02 - Contractual Disputes:

Contractual claims, whether for money or for other relief shall be submitted, in writing, no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the Work upon which the claim is based. The filing of a timely notice is a prerequisite to recovery under this Section. Although the Contractor may be required to submit certain classes of claims prior to final payment, and the Contractor is not prevented from filing claims during the pendency of the Work, the Board of Supervisors shall not be obligated to render a final written decision on any claim until after final payment. All claims shall be submitted along with all practically available supporting evidence and documentation.

No written decision denying a claim or addressing issues related to the claim, if rendered prior to final payment, shall be considered a denial pursuant to this Section unless the written decision makes express reference to this Section and is signed by the Board of Supervisors or his designee. The Contractor may not institute legal action prior to receipt of the Board of Supervisor's final written decision on the claim unless the County fails to render such a decision within ninety (90) days of submission of the claim or within ninety (90) days of final payment, whichever is later.

The decision of the Board of Supervisors shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in §2.2-4364 of the Code of Virginia. Failure of the Board of Supervisors to render a decision within 90 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the Board of Supervisor's failure to render a decision within 90 days shall be the Contractor's right to immediately institute legal

action. No administrative appeals procedure pursuant to §2.2-4365 of the Code of Virginia has been established for contractual claims under this Contract.

END OF SECTION 00700